



PATENT  
Customer No. 22,852  
Attorney Docket No. 2860.0637-06000

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of: )  
)  
Norikazu ARAI et al. ) Group Art Unit: 2653  
)  
Application No.: 10/743,110 ) Examiner: K. Chu  
)  
Filed: December 23, 2003 ) Confirmation No.: 8016  
)  
For: OPTICAL PICK-UP APPARATUS, )  
RECORDING/REPRODUCING )  
APPARATUS PROVIDING WITH )  
THE OPTICAL PICKUP )  
APPARATUS, OPTICAL ELEMENT, )  
AND INFORMATION )  
RECORDING/REPRODUCING )  
METHOD )

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

**TERMINAL DISCLAIMER**

Assignee, Konica Corporation, duly organized under the laws of Japan and having its principal place of business at 26-2 Nishishinjuku 1-chome, Shinjuka-ku, Tokyo 163, Japan, represents that it is the assignee of the entire right, title and interest in and this application, Application No. 10/743,100, filed December 23, 2003 for OPTICAL PICK-UP APPARATUS, RECORDING/REPRODUCING APPARATUS PROVIDED WITH THE OPTICAL PICKUP APPARATUS, OPTICAL ELEMENT, AND INFORMATION RECORDING REPRODUCING in the names of Norikazu Arai,

Toshiyuki Kojima, Toshihiko Kiriki, Kohei Ota, and Shinichiro Saito, as indicated by

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assignment duly recorded in the United States Patent and Trademark Office at Reel 010529, Frame 0243 on January 20, 2000. Assignee, Konica Corporation, further represents that it is the assignee of the entire right, title and interest in and to U.S. Patent 6,870,805, as indicated by assignment duly recorded in the United States Patent and Trademark Office at Reel 010529, Frame 0243 on January 20, 2000.

To obviate a double patenting rejection, Assignee, Konica Corporation, hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on this application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173 as presently shortened by any terminal disclaimer, of U.S. Patent 6,870,805. Assignee, Konica Corporation, hereby agrees that any patent so granted on this application shall be enforceable only for and during such period that it and U.S. Patent 6,870,805 are commonly owned. This agreement runs with any patent granted on this application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, Assignee, Konica Corporation, does not disclaim the terminal part of any patent granted on this application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of U.S. Patent 6,870,805, as presently shortened by any terminal disclaimer, in the event that U.S. Patent 6,870,805 later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner

terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

In accordance with the fee schedule set forth in 37 C.F.R. § 1.20(d), the required fee of \$130.00 is being filed with this disclaimer.

If a check for the required fee is not filed concurrently herewith or if there are any additional fees due in connection with the filing of this Terminal Disclaimer, please charge the fees to our Deposit Account No. 06-0916. If a fee is required for an extension of time under 37 C.F.R. § 1.136 not accounted for above, such an extension is requested and the fee should also be charged to Deposit Account No. 06-0916

The undersigned is an attorney of record.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,  
GARRETT & DUNNER, L.L.P.

Dated: August 31, 2006

By: 

Michael R. Kelly  
Reg. No. 33,921